

stipulation is, that no interest shall be allowed or paid by or to either party from the date of the contract. But the sum of \$7,705.70 was to be paid to the complainant after the date of the contract. The money had not then been collected. It was to be paid from time to time as assets should be received, and when the parties agreed that no interest should be allowed or paid by or to either party from the date of the contract, it is very difficult to put a construction upon the terms which shall prevent their applying to such payments. The argument that it is unreasonable and inequitable not to allow the complainant interest on the sums paid by him after the date of the contract, when the defendant was in the actual enjoyment of his proportion of the profits, would be unanswerable, but for the explicit terms in which the parties have couched their agreement. That agreement, however, must control their rights, there being nothing indicating imposition, concealment, or any other circumstance, which can, in any sense or to any extent, impair its validity.

But, although the plaintiff is not, in my judgment, entitled to interest from the date of the contract, I think he should have interest from the period of the filing of his bill, that is, from the 8th of January, 1830, and I shall so decree; each party paying his own costs. Costs are not given, because it appears from a letter of defendant to the plaintiff, dated 27th of July, 1848, that the former proposed to settle with the plaintiff precisely upon the terms now established, which proposal was declined. It may also be observed that that letter shows that the defendant then thought himself liable to the plaintiff to the extent now decreed against him.

WILLIAM SCHLEY, for Complainants.

THOMAS DONALDSON, for Defendant.